

**AMENDMENT NO. 2**

This Amendment modifies Contract No. 1590-14377, for Enterprise Resource Planning (ERP) Independent Verification and Validation Services by and between the County of Cook, Illinois, herein referred to as "County" and Grant Thornton LLP, authorized to do business in the State of Illinois hereinafter referred to as "Consultant":

**RECITALS**

Whereas, the County and Consultant have entered into a Contract approved by the County Board on July 1, 2015, (hereinafter referred to as the "Contract"), wherein the Consultant is to provide Enterprise Resource Planning (ERP) Independent Verification and Validation Services (hereinafter referred to as the "Services") from July 1, 2015 through February 28, 2018, in an amount not to exceed \$2,930,000.00; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on September 25, 2017, (to renew the contract for four (4) months beginning March 1, 2018 through June 30, 2018, in the amount of \$145,360.00; and

Whereas, the Contract will expire June 30, 2018, and the agreed upon Services are still required; and

Whereas, an increase in the amount of \$362,024.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to extend the Contract for one (1) month beginning on July 1, 2018 through July 31, 2018.

Whereas, the County and Consultant desire to include additional scope of services to the Contract as per Attachment A; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through July 31, 2018.
2. The Contract is increased by \$362,024.00 and the Total Contract Amount is revised to \$3,437,384.00.
3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. The attached Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

By: 

Chief Procurement Officer

Date: 7 June 2018

By: 

State's Attorney (if applicable)

MICHAEL LAPINSKI  
Type or print name (if applicable)

Date: 5/31/18

Grant Thornton LLP

Signed 

Anthony J. Hernandez  
Type or print name

Principal  
Title

Date: 5/16/18

ATTACHMENT A

<b>Customer</b>	Cook County – Grant Thornton ERP IV&V
<b>Date</b>	May 10, 2018
<b>Reference</b>	Contract # 1590-14377      Amendment No. 2
<b>Scope</b>	<p>The following changes are identified as changes to the previously agreed upon scope of services under Grant Thornton's Enterprise Resource Planning (ERP) Independent Verification and Validation (IV&amp;V).</p> <p><b><u>Summary</u></b></p> <p>The amendment is to add \$362,024 to Grant Thornton's contract to provide independent verification and validation services for the County's ERP implementation (Project STEP). This amendment is necessary to reflect additional workload for the Grant Thornton team as a result of 9 PCRs to the IBM contract. Those changes have expanded the scope of the project and extended the duration of project activities, both of which increase the level of effort required for Grant Thornton to perform IV&amp;V services. Furthermore, given the delay in Wave 3 implementation, the duration of the Grant Thornton contract is being extended from a June 30, 2018 completion date to July 31, 2018. The additional funds will be added to the existing payment plan for Grant Thornton for the month of June 2018, and a new payment plan for the month of July, 2018.</p> <p><b>Change in Timeline, Deliverables and Deliverable Payment Schedule</b></p> <p><b><u>Timeline:</u></b></p> <ul style="list-style-type: none"> <li>This PCR adds an additional month to the period of performance of the contract with Grant Thornton. The contract will now expire on July 31, 2018, instead of June 30, 2018. This extension in the period of performance is necessary to provide IV&amp;V services through the anticipated end of the Hypercare period for Wave 3 HR/Payroll.</li> </ul> <p><b><u>Cost:</u></b></p> <ul style="list-style-type: none"> <li>This PCR adds \$362,024 to the value of the Grant Thornton contract.</li> <li>The items under Increase in Scope account for \$160,556 of the total amount</li> <li>The items under Increase in Project Duration and Period of Performance account for \$201,468 of the total amount</li> </ul> <p><b><u>Deliverables:</u></b></p> <ul style="list-style-type: none"> <li>Modify the deliverable payment schedule to reflect the additional work and level of effort associated with the scope expansion and time extension described below.</li> </ul> <p><b><u>Revised Deliverable Payment Schedule:</u></b></p> <ul style="list-style-type: none"> <li>June 2018 – July 2018</li> </ul>

Monthly Compensation	Revised Payment Schedule		
o June 2018	Original	Amended	Increase
Semi-Monthly Status Report & Findings	13,530	85,136.0	71,606
Monthly Status Report and Updated Findings	27,060	170,272	143,212
Monthly Deliverables Review Summary with Links to GT Comments	13,530	85,136.0	71,606
<b>Monthly Invoice Totals</b>	<b>54,120</b>	<b>340,544</b>	<b>286,424</b>
o July 2018			
Semi-Monthly Status Report & Findings	0	18,900	18,900
Monthly Status Report and Updated Findings	0	37,800	37,800
Monthly Deliverables Review Summary with Links to GT Comments	0	18,900	18,900
<b>Monthly Invoice Totals</b>	<b>0</b>	<b>75,600</b>	<b>75,600</b>
<b>Summary of Monthly Invoice Payments:</b>			
Jun-18	54,120	340,544	286,424
Jul-18	0	75,600	75,600
<b>Invoice Totals</b>	<b>54,120</b>	<b>416,144</b>	<b>362,024</b>

#### Amended Scope:

**Increase in Scope** – County is adding the following elements to Grant Thornton's scope of work. This additional scope is driven by changes to the IBM contract that are summarized below.

#### **PCR 34 Revised Requirements and RICE**

The County and IBM executed a contract amendment to address additional Wave 2 requirements and RICE items that were identified during the Design phase, including items related to Grants and Budget Books. The changes encompassed in this scope have added 21 new deliverable documents requiring IV&V review and entails attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.

#### **PCR 35 Wave 2 Revised Scope (Additional Budget Books)**

The County and IBM executed a contract amendment to expand the scope of Wave 2 to build the FPD budget application and FPD budget book reports, build additional Wave 2 interfaces, address fit/gap items for Wave 2 such as additional reports, and create additional budget books. The changes encompassed in this scope have added 15 new deliverable documents requiring IV&V review and entails attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.

#### **PCR 57 Wave 2 Additional Requirements Post UAT**

The County and IBM executed a contract amendment to address additional requirements and RICE (Reports, Interfaces, Conversions, and Enhancements) items resulting from UAT (User Acceptance Testing). This PCR also includes an additional test cycle outside of SIT and UAT for Wave 2. The changes encompassed in this scope have added 5 new deliverable documents requiring IV&V review and entails attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.

#### **PCR 66 Forest Preserve CAFR**

The County and IBM executed a contract amendment for the installation of Forest Preserve HFM application and build of CAFR reports. The changes encompassed in this scope have added 7 new deliverable documents requiring

	<p>IV&amp;V review and entails attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.</p> <p><b>PCR 33 Wave 3 Data Transformation</b>  The County and IBM executed a contract amendment related to the planning, mapping, extraction, and transformation of master data elements from the County's E1 system to Oracle EBS. The changes encompassed in this scope have added 4 new deliverable documents requiring IV&amp;V review and entails attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.</p> <p><b>PCR 36 Wave 3 New Fit Gap Requirements</b>  The County and IBM executed a contract amendment for changes to scope based on the outcome of the Wave 3 Fit-Gap. There are 64 new requirements and 21 SOW requirements have been removed. The changes encompassed in this scope have added 21 new deliverable documents requiring IV&amp;V review and entails attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.  All of the above PCRs also require number of hours to ensure that all documentation is delivered, reviewed, approved and ready for a Quality Gate.</p> <p><b>PCR 49 Wave 2 Budget Amendment Application</b>  The County and IBM executed a contract amendment to create a budget amendment application to capture planned budget amendments to the proposed County budget. This includes two reports, one interface and 14 application forms. The changes encompassed in this scope have added 9 new deliverable documents requiring IV&amp;V review, two months of Hypercare and entails attending a variety of meetings, testing activities, and training sessions related to implementing this application in order to provide feedback, guidance, and recommendations to the project.</p> <p><b><u>Increase in Project Duration</u></b> – Grant Thornton's workload scope is also increased by changes to the IBM contract that increased the period of performance for certain components of the project within the term as described below.</p> <p><b>PCR 70 Wave 3 Schedule Change with Additional Testing</b>  The County and IBM executed a contract amendment to extend the duration for implementation of Wave 3 by 3 months and add further test cycles. This extension requires a greater level of effort on the part of the IV&amp;V team to cover the additional 3 months of implementation activity for Wave 3.</p> <p><b>PCR 56 Wave 2 Additional Hypercare for Operating Budget and Additional Budget Books</b>  The County and IBM executed a contract amendment to extend the Hypercare period for the operational budget outside of the initial Hypercare period by two months and add the development of additional budget books. The changes encompassed in this scope have added several new deliverable documents requiring IV&amp;V review and entails an additional period of performance that IV&amp;V must cover through attending a variety of meetings, testing activities, and training sessions related to implementing these additional items in order to provide feedback, guidance, and recommendations to the project.</p> <p><b>Delay in Wave 3 Go-Live</b>  The go-live for Wave 3 has been delayed. Under PCR 70, it was anticipated that Wave 3 functionality would move into production in early April, 2018. However, due to a variety of factors the project was unable to meet that timeline. While options for a revised go-live date are still under consideration, the parties generally agree that cutover will not begin before May 29. As a result of such delays, this amendment adds an additional month of performance (July, 2018) to provide IV&amp;V services during the delayed Hypercare period for Wave 3.</p>
<b>Services</b>	<p>The following encompasses the services to be delivered by Grant Thornton under this PCR:</p> <ul style="list-style-type: none"> <li>Independent Verification &amp; Validation Support of the items identified in the Scope section</li> </ul>
<b>Impact</b>	<ul style="list-style-type: none"> <li>Scope: Detailed in the Scope Section</li> <li>Timeline: One month extension in period of performance</li> <li>Cost: \$362,024 additional dollars</li> </ul>

	<ul style="list-style-type: none"> <li>• Quality: No Impact on Quality Identified</li> <li>• Risk: None</li> </ul>						
<b>Costs</b>	<p><b>Cost to Implement the PCR:</b></p> <table border="1"> <tr> <td data-bbox="381 359 868 415">Scope and Level of Effort related to Increase in Scope and Time Extension</td><td data-bbox="872 359 1349 415">\$362,024</td></tr> <tr> <td data-bbox="381 415 868 447">Travel</td><td data-bbox="872 415 1349 447">\$0</td></tr> <tr> <td data-bbox="381 447 868 478"><b>Total</b></td><td data-bbox="872 447 1349 478"><b>\$362,024</b></td></tr> </table>	Scope and Level of Effort related to Increase in Scope and Time Extension	\$362,024	Travel	\$0	<b>Total</b>	<b>\$362,024</b>
Scope and Level of Effort related to Increase in Scope and Time Extension	\$362,024						
Travel	\$0						
<b>Total</b>	<b>\$362,024</b>						

Section 4 - Pricing  
A. Initiation and Start-up (March - June, 2015)

Deliverable	Description	Deliverable Value	Involved and Paid
1	IV&V Project Management Plan and Review Checklists		
	Detailed plan of engagement for the IV&V team including planned activities, and interactions with both the County and SI teams including review checklist updates	35,000.00	35,000.00
1	IV&V Project Schedule		
	Planned IV&V Work plan	15,000.00	15,000.00
1	Quality Gate Review (QGR) Process Manual and Deliverable Expectations		
	Comprehensive manual outlining the expected review processes and responsibilities between IV&V, the County team, and the Systems Integrator. Will also include documentation of expectations and templates for each material project deliverable	105,000.00	105,000.00
1	Pre Implementation Audit		
	Report of current state performance baselines of identified key performance indicators expected to be influenced by the project.	45,000.00	45,000.00
2	Project Risk Assessment		
	Comprehensive risk assessment of the project including IV&V's plan for monitoring the key risk factors	45,000.00	45,000.00
2	Monthly Project Evaluation Reports (3)		
	Monthly IV&V review and status reports including observations and recommended actions	60,000.00	60,000.00
		(3 at 20,000)	(3 at 20,000)
		<b>Initiation and Start-up Subtotal</b>	<b>305,000.00</b>
			<b>305,000.00</b>

B. Phase 1 Implementation Support (July 2015 - December 2016)

Deliverable	Description	Deliverable Value	Involved and Paid
2	Monthly Risk Assessment Report		
	Detailed review of project issues and risks including project observations and recommendations of any corrective action.	180,000.00	180,000.00
	Quality Phase Gate 1.3: Initiation, Concept Development, and Planning Deliverable Review	(9 at 20,000)	(9 at 20,000)
		132,000.00	132,000.00
		<b>Quality Phase Gate 1: Initiation</b>	<b>60,000.00</b>
	Project Charter	6,000.00	6,000.00
	Baseline Resource-Loaded Project Schedule	8,000.00	8,000.00
	Stakeholder Register	6,000.00	6,000.00
	RACI VS Matrix	6,000.00	6,000.00
	Project Management Activities / Monthly Status Report	10,000.00	10,000.00
	Software and Hardware Install and Environments Mgmt	6,000.00	6,000.00
	Quality Gate Check	10,000.00	10,000.00
	Security Controls - Initiation Phase	8,000.00	8,000.00
	Quality Phase Gate 2: Concept Development	24,000.00	24,000.00
	Project Kickoff	6,000.00	6,000.00
	Quality Gate Check	10,000.00	10,000.00
	Security Controls - Concept Development Phase	8,000.00	8,000.00
	Quality Phase Gate 3: Project Planning	45,000.00	45,000.00
	Organizational Change Management Plan	6,000.00	6,000.00
	Core Project Team Training Plan	6,000.00	6,000.00
	Data Center or Private or Public Cloud Environment Infrastructure Design and Implementation Plan	6,000.00	6,000.00
	Project Management Activities / Monthly Status Report	6,000.00	6,000.00
	Change Management Activities Monthly Status Report	6,000.00	6,000.00
	Quality Gate Check	10,000.00	10,000.00
	Security Controls - Project Planning Phase	8,000.00	8,000.00
	Quality Phase Gate 4: Requirements Analysis	189,000.00	189,000.00
	Business Process Improvement (BPI) Recommendations	15,000.00	15,000.00
	Reports, Interfaces, Data, and Security (RIDS) Analysis	52,000.00	52,000.00
	Updated Business Requirements and Traceability Matrix	35,000.00	35,000.00
	Core Project Team Training	32,000.00	32,000.00
	Quality Gate Check	35,000.00	35,000.00
	Security Controls - Requirements Analysis Phase	20,000.00	20,000.00
	Fit-Gap Analysis and Findings	273,000.00	273,000.00
	Functional and Technical Specifications for Reports	46,000.00	46,000.00
	Functional and Technical Specifications for Interfaces and Systems Integration	25,000.00	25,000.00
	Functional and Technical Specifications for Data Conversions	25,000.00	25,000.00
	Security Controls - Design Phase	25,000.00	25,000.00
	Cost-Benefit Analysis and Customizations Approval	28,000.00	28,000.00
	Final To-Be Functional Design and Business Changes	18,000.00	18,000.00
	Functional and Technical Specifications for Workflow	31,000.00	31,000.00

2	Quality Phase Gate 6 (Development) Deliverable Review	2.4.9	Training Assessment Findings and Recommendations	22,000.00	22,000.00	22,000.00		
		2.4.10	Quality Gate Check	23,000.00	23,000.00	23,000.00		
		2.5.1	Application and Workflow Configuration and Documentation	205,000.00	205,000.00	205,000.00		
		2.5.2	Queries and Reports Development and Documentation	18,000.00	18,000.00	18,000.00		
		2.5.3	Interfaces and Integration Development and Documentation	23,000.00	23,000.00	23,000.00		
		2.5.4	Data Conversion Implementation and Reconciliation Proof Documentation	23,000.00	23,000.00	23,000.00		
		2.5.5	Security Controls- Development Phase	23,000.00	23,000.00	23,000.00		
		2.5.6	Proposer Unit and Functional Testing Results Documentation	18,000.00	18,000.00	18,000.00		
		2.5.7	Requirements Traceability Validation	18,000.00	18,000.00	18,000.00		
		2.5.8	Validation (Testing) Phase Plan	18,000.00	18,000.00	18,000.00		
		2.5.9	Training Materials Development	8,000.00	8,000.00	8,000.00		
		2.5.10	Quality Gate Check	33,000.00	33,000.00	33,000.00		
3	Quality Phase Gate 7 (Test) Deliverable Review	2.6.1	Deliver User Acceptance Testing Orientation and Training	123,000.00	123,000.00	123,000.00		
		2.6.2	Implement UAT Testing and Formal Signoff of Functional Testing	22,000.00	22,000.00	22,000.00		
		2.6.3	Implement Performance Testing and Acceptance Signoff	22,000.00	22,000.00	22,000.00		
		2.6.4	IT Operations Procedures and Training	17,000.00	17,000.00	17,000.00		
		2.6.5	Final Training Materials	22,000.00	22,000.00	22,000.00		
		2.6.6	Quality Gate Check	18,000.00	18,000.00	18,000.00		
		2.6.7	Security Controls - Test Phase	102,000.00	102,000.00	102,000.00		
		2.7.1	Delivery of Formal End User Training	8,000.00	8,000.00	8,000.00		
		2.7.2	Go Live Help Desk and Field Support Operational and Logistics Plan	8,000.00	8,000.00	8,000.00		
		2.7.3	Go Live Plan and Go-Live Communications Package	8,000.00	8,000.00	8,000.00		
		2.7.4	Go Live Readiness Checklists Assessment	9,000.00	9,000.00	9,000.00		
		2.7.5	Production Support Plan	14,000.00	14,000.00	14,000.00		
3	Quality Phase Gate 8 (Implementation) Deliverable Review	2.7.6	Transition Plan for Production Managed Services	14,000.00	14,000.00	14,000.00		
		2.7.7	Service Level Agreement (SLA) Definition and Measurement (6 Month Production Support)	Effort Reallocated				
		2.7.8	Service Level Agreement (SLA) Reporting and Payment Structure (6 Month Production Support)	Effort Reallocated				
		2.7.9	Implement Cut-Over (Go-Live)	9,000.00	9,000.00	9,000.00		
		2.7.10	SLA Compliance Monthly Reports - Month 1 to Month 6 (End of Base Agreement)	Effort Reallocated				
		2.7.11	Final System Acceptance	16,000.00	16,000.00	16,000.00		
		2.7.12	Quality Gate Check	16,000.00	16,000.00	16,000.00		
		2.7.13	Security Controls - Implementation Phase	Effort Reallocated				
		Phase 2 Implementation Subtotal				2,204,000.00	2,204,000.00	2,204,000.00

Deliverable	Description	Deliverable Value	Involved and Paid
3	Monthly Risk Assessment Report		
	Detailed review of project issues and risks including project observations and recommendations of any corrective action.		
3	Quality Phase Gates 1-3 (Initiation, Concept Development, and Planning) Deliverable Review		
	3.2.1	Quality Phase Gate 1- Initiation	48,000.00
	3.2.2	Project Charter	23,000.00
	3.2.3	Baseline Resource-Loaded Project Schedule	3,000.00
	3.2.4	Stakeholder Register	4,000.00
	3.2.5	RAI V5 Matrix	3,000.00
	3.2.6	Project Management Activities / Monthly Status Report	3,000.00
	3.2.7	Software and Hardware Install and Environments Mgmt	5,000.00
	3.2.8	Quality Gate Check	5,000.00
	3.2.9	Security Controls - Initiation Phase	Effort Reallocated
	3.2.10	Quality Phase Gate 2- Concept Development	8,000.00
	3.2.11	Project Kickoff	3,000.00
	3.2.12	Quality Gate Check	5,000.00
	3.2.13	Security Controls - Concept Development Phase	Effort Reallocated
	3.2.14	Quality Phase Gate 3- Procurement	17,000.00
	3.2.15	Organizational Change Management Plan	3,000.00
	3.2.16	Core Project Team Training Plan	3,000.00
	3.2.17	Data Center or Private or Public Cloud Environment Infrastructure Design and Implementation Plan	Effort Reallocated
	3.2.18	Project Management Activities / Monthly Status Report	3,000.00
	3.2.19	Change Management Activities Monthly Status Report	3,000.00
3.2.20	Quality Gate Check	5,000.00	
3.2.21	Security Controls - Project Planning Phase	Effort Reallocated	
3	Wave 3 (HR/Payroll) and Wave 4 (Contracting & Inventory) - Implementation to Go-Live		
	3.2.22	Security Controls - Project Planning Phase	3,238.00
	3.2.23	Weekly Status Reports and Findings	29,711.54
	3.2.24	Monthly Status Report and Updated Findings	47,423.08
	3.2.25	Monthly Deliverables Review Summary with Links to GT Comments	29,711.54
	3.2.26	Weekly Status Reports and Findings	29,711.54
3	Wave 3 (HR/Payroll) and Wave 4 (Contracting & Inventory) - Implementation to Go-Live		
	3.2.27	Weekly Status Report and Updated Findings	47,423.08





Contract No. 1590-14377, Amendment No. 2  
Vendor Name: Grant Thornton LLP.

ATTACHMENT B

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1590-14371	Date: 5/23/2018
Total Bid or Proposal Amount: \$3,437,384	Contract Title: ERP IV&V Services
Contractor: Grant Thornton LLP	Subcontractor/Supplier/ Subconsultant to be Amerigo LLC added or substitute:
Authorized Contact for Contractor: Scott King	Authorized Contact for Subcontractor/Supplier/ Heliza Pastor Subconsultant:
Email Address (Contractor): scott.king2@us.gt.com	Email Address (Subcontractor): hpastor@amerigoconsulting.net
Company Address 171 N. Clark Street, Suite 200 (Contractor):	Company Address 13304 Skyline Drive (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Plainfield, IL 60585
Telephone and Fax (Contractor): 210-881-1802	Telephone and Fax (Subcontractor): 312-852-8222
Estimated Start and Completion Dates 7/1/2015-7/31/2018 (Contractor):	Estimated Start and Completion Dates 7/1/2015-7/31/2018 (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
IV&V Consulting Services	\$925,566.15

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Grant Thornton LLP

Contractor

Anthony Hernandez

Name

Principal

Title

Prime Contractor Signature

5/24/18

Date

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input checked="checked" type="checkbox"/>	Disqualification
<input checked="checked" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1590-14377	Date: 5/23/2018
Total Bid or Proposal Amount: \$3,437,384	Contract Title: ERP IV&V Services
Contractor: Grant Thornton LLP	Subcontractor/Supplier/ Subconsultant to be added or substitute: Keystone Advisors of Illinois, LLC
Authorized Contact for Contractor: Scott King	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Keith Hasty
Email Address (Contractor): scott.king2@us.gt.com	Email Address (Subcontractor): keith@keystoneadv.com
Company Address (Contractor): 171 N. Clark St., Suite 200	Company Address (Subcontractor): 16000 Van Drunen Road
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): South Holland, IL 60473
Telephone and Fax (Contractor): 20-881-1802	Telephone and Fax (Subcontractor): 708-566-4524
Estimated Start and Completion Dates (Contractor): 7/1/2015-7/31/2018	Estimated Start and Completion Dates (Subcontractor): 8/7/2017-6/30/2018

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
IV&V Support Services	\$ 203,427.5

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Grant Thornton LLP

Contractor

Anthony Hernandez

Name

Principal

Title

Prime Contractor Signature

5/24/2018

Date

**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

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7th District

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8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

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11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
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GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

## OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

May 14, 2018

Ms. Shannon E. Andrews  
Chief Procurement Officer  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1590-14377 (Amendment No. 2)  
Enterprise Resource Planning Independent Verification and Validation Services  
Enterprise Resource Planning (ERP)

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women-owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Bidder: Grant Thornton LLP  
Original Contract Amount: \$2,930,000.00  
Increased Contract Value: \$145,360.08 (Amendment No. 1)  
New Contract Value: \$3,075,360.08  
Contract Extension: 4 Months  
New Contract Term: February 28, 2018 to June 30, 2018  
Increased Contract Value: \$362,024.00 (Amendment No. 2)  
New Contract Value: \$3,437,384.00  
Contract Extension: 1 Month  
New Contract Term: July 1, 2018 to July 31, 2018  
Contract Goal: 35% MBEWBE participation

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Amerigo	MBE (9)	Cook County	26.93%
Keystone Advisors of Illinois, LLC	MBE (6)	City of Chicago	5.92%
			32.85%

\*Commitment percentages are based on the new contract value.

**Partial MBE/WBE Waiver Granted:** Due to other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

*Jacqueline Gomez*  
Jacqueline Gomez

Contract Compliance Director

JG/ae

Cc: Cynthia Parks, OCPO  
Tom Lynch, ERP

### **MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))

☒

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

**II.**

☒

**Direct Participation of MBE/WBE Firms**

☐

**Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Amerigo LLC

Address: 13304 Skyline Drive, Plainfield, IL 60585

E-mail: hpastor@amerigoconsulting.net

Contact Person: Heliza Pastor Phone: 312-852-8222

Dollar Amount Participation: \$ 925,556.15

Percent Amount of Participation: 26.93 %

\*Letter of Intent attached? Yes X No       

\*Current Letter of Certification attached? Yes x No       

MBE/WBE Firm: Keystone Advisors of Illinois, LLC

Address: 16000 Van Drunen Road

E-mail: keith@keystoneadv.com

Contact Person: Keith Hasty Phone: 708-566-4524

Dollar Amount Participation: \$ 203,437.50

Percent Amount of Participation: 5.92 %

\*Letter of Intent attached? Yes X No       

\*Current Letter of Certification attached? Yes x No       

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Amerigo LLC  
 Contact Person: Heliza Pastor  
 Address: 13304 Skyline Drive  
 City/State: Plainfield, IL Zip: 60585  
 Phone: 312-852-8222 Fax: \_\_\_\_\_  
 Email: hpastor@amerigoconsulting.net

Certifying Agency: Cook County Gov't.  
 Certification Expiration Date: May 25, 2020  
 Ethnicity: Asian  
 Bid/Proposal/Contract #: 1590-14377  
 FEIN #: 47-2135260

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Amerigo LLC will be providing IV&V consulting services to Grant Thornton LLP in support of Cook County's ERP Implementation project.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
26.93% or \$925,566.15 of the total contract value. Terms of payment are Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Heliza Ann Pastor

Print Name

Amerigo LLC

Firm Name

May 15, 2018

Date

Subscribed and sworn before me

this 15 day of MAY, 20 18.

Notary Public



Signature (Prime Bidder/Proposer)

Anthony J. Hernandez

Print Name

Grant Thornton LLP

Firm Name

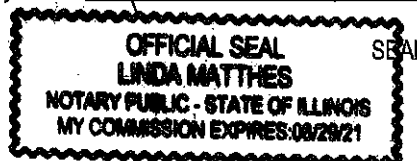
5/16 5/16/18

Date

Subscribed and sworn before me

this 16 day of May, 20 18.

Notary Public



**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Keystone Advisors of Illinois, LLC  
 Contact Person: Keith Hasty  
 Address: 16000 Van Drunen Road  
 City/State: South Holland, IL Zip: 60473  
 Phone: 708-566-4524 Fax: 708-384-2578  
 Email: keith@keystoneadv.com

Certifying Agency: City of Chicago  
 Certification Expiration Date: 9/22/2022  
 Ethnicity: African American/Black  
 Bid/Proposal/Contract #: 1590-14377  
 FEIN #: 27-0648552

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Keystone Advisors will be providing IV&V consulting services to Grant Thornton LLP in support of Cook County's ERP Implementation project.

Indicate the **Dollar Amount, Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services: 5.92% or \$203,427.50 of the total contract value. Terms of payment are Net 30

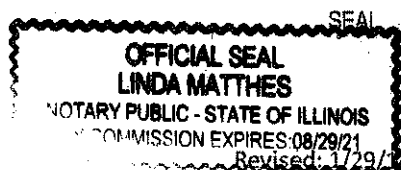
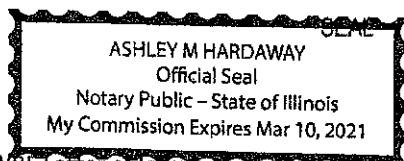
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

[Signature]  
 Signature (M/WBE)  
 Diane Hasty  
 Print Name  
 Keystone Advisors of Illinois, LLC.  
 Firm Name  
5/15/2018  
 Date

[Signature]  
 Signature (Prime Bidder/Proposer)  
Anthony J. Hernandez  
 Print Name  
 Grant Thornton LLP  
 Firm Name  
5/16/18  
 Date

Subscribed and sworn before me  
 this 15<sup>th</sup> day of May, 2018.  
 Notary Public [Signature]

Subscribed and sworn before me  
 this 16 day of May, 2018.  
 Notary Public [Signature]





**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☒

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

2.16 % of Reduction for MBE Participation

\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☒

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☒

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**Addendum to Petition for Reduction/Walver of MBE/WBE Participation – Form 3**  
**Grant Thornton**  
**Contract 1590-14377**

Grant Thornton's petition for reduction of MBE/WBE Participation for Contract 1590-14377 is based upon the timing of the proposed contract amendment under consideration by the County and the Board of Commissioners. The period of performance for our contract is scheduled to conclude on June 30, 2018. The proposed amendment adds an additional month of performance to the contract, which is only applicable to the work of one of our two subcontractors. Should the Board approve the amendment at their May meeting, that will require tasks covered in the amendment to be completed in a one month period for one of our subcontractors and two months for the other. Our experience with our two subcontractors, Amerigo and Keystone, is that it typically takes them between one to three months to identify suitable candidates to meet identified needs. This is also reflective of the experience that we have had with other vendors that provide these services. Furthermore, given the limited term for the performance of the services, it is extremely unlikely that our vendor partners will be able to attract qualified candidates, as they will necessarily have to start searching for their next project almost as soon as their work on this one begins. We have increased the number of hours assigned to existing resources from both subcontractors as a result of this amendment and extended the Amerigo resource by an additional month, but the individuals do not have the capacity to work any additional hours beyond their increased allocation.

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyiil.gov/ethics-board-of](http://cookcountyiil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☒

b) If yes, list business addresses within Cook County:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☒

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

# **COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☒ Amended Statement

**Identifying Information:**

Name Grant Thornton LLP

D/B/A: \_\_\_\_\_ FEIN # Only: 366055558

Street Address: 171 N. Clark Street, Suite 200

City: Chicago State: IL Zip Code: 60601

Phone No.: 512-692-1235 Fax Number: 512-692-1201 Email: PubSecStateandLocalGovtContracts@us.gt.com

Cook County Business Registration Number: D95030097  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ☐ ] Yes [ ☒ ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
N/A			

**Declaration (check the applicable box):**

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Anthony Hernandez

TSM PS Principal

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature

Date

anthony.hernandez@us.gt.com

215-701-8870

E-mail address

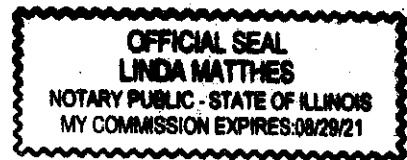
Phone Number

Subscribed to and sworn before me  
this 16 day of May, 2018

My commission expires:

Linda Matthes  
Notary Public Signature

8-29-21  
Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**Name of Person Doing Business with the County: Grant Thornton LLPAddress of Person Doing Business with the County: 171 N. Clark Street, Chicago, IL 60601Phone number of Person Doing Business with the County: 312-856-0200Email address of Person Doing Business with the County: PubSecStateandLocalGovtContracts@us.gt.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Anthony Hernandez, TSM PS Principal, 215-701-8870 anthony.hernandez@us.gt.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

Contract Number 1590-14377

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,437,384

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Tom Lynch, Deputy CIO, 303-603-7472, Jill Ruzevick, ERP Director, 312-603-6853, Jim Gavin

Vendor Contract Manager, 312-603-3262

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Tom Lynch, Deputy CIO, 303-603-7472, Jill Ruzevick, ERP Director, 312-603-6853

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

5/16/18

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.



## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 1590-14377

County Using Agency (requesting Procurement): Chief Procurement Officer

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Grant Thornton LLP

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# \_\_\_\_\_

E-mail address: PubSecStateandLocalGovtContracts@us.gt.com

Street Address: 171 N. Clark Street, Suite 200

City: Chicago State: IL Zip: 60601

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*

No *Employee Classification Act, 820 ILCS 185/1 et seq.,*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*

No *Any comparable state statute or regulation of any state, which governs the payment of wages*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_

Date: 5/16/18

Name of Person signing (Print): Anthony Hernandez Title: TSM PS Principal

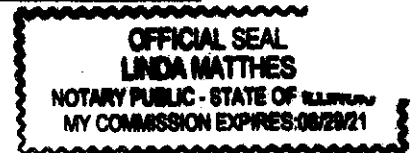
Subscribed and sworn to before me this 16 day of May, 20 18

Linda Matthes

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



## SECTION 5

**CONTRACT AND EDS EXECUTION PAGE**  
**PLEASE EXECUTE THREE ORIGINAL COPIES**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.


**Execution by Corporation**

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

**Execution by LLC**

_____ LLC Name	_____ *Member/Manager Printed Name and Signature
_____ Date	_____ Telephone and Email

**Execution by Partnership/Joint Venture**

<b>Grant Thornton LLP</b> _____ Partnership/Joint Venture Name	 _____ *Partner/Joint Venture Printed Name and Signature
<u>5/16/18</u> _____ Date	<u>anthony.hernandez@us.gt.com 215-701-8870</u> _____ Telephone and Email

**Execution by Sole Proprietorship**

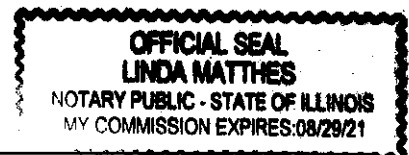
_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this

16 day of May, 2018.

Notary Public Signature

My commission expires:



Notary Seal